



Stauffer Chemical Company

Westport, Connecticut 06880 / Tel. (203) 222-3000 / Cable "Staufferchem"

8008-2

IN-06-08

October 21, 1980

EPA Region 5 Records Ctr.



297695

Mr. Joseph F. Petrilli
Field Investigation Team Leader - Region V
Ecology and Environment, Inc.
223 West Jackson Blvd.
Chicago, Illinois 60606

Re: Plant Visit to Stauffer's Hammond, Illinois Plant

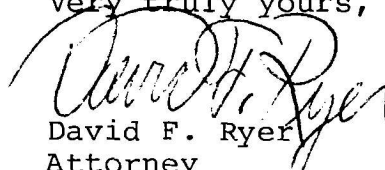
Dear Mr. Petrilli:

Stauffer's management has approved the proposed visit to Stauffer's Hammond plant described in your letter to me dated September 5, 1980, provided that Ecology and Environment signs a nondisclosure agreement acceptable to Stauffer.

Enclosed are two copies of a nondisclosure agreement covering the proposed visit. Please sign both copies and return one to my attention.

Please contact me if you have any comments or questions.

Very truly yours,


David F. Ryer
Attorney
Law Department

DFR:mh

OCT 23 1980



Stauffer Chemical Company

Westport, Connecticut 06880 / Tel. (203) 222-3000 / Cable "Staufferchem"

Dated: October 21, 1980

Ecology and Environment, Inc.
223 West Jackson Boulevard
Chicago, Illinois 60606

Re: Nondisclosure Agreement

Gentlemen:

Ecology and Environment, Inc. ("EPA Contractor") has requested the opportunity to visit the plant facilities of Stauffer Chemical Company ("Stauffer") located at Hammond, Indiana (the "Plant") to evaluate Stauffer's past and present disposal methods employed at the Plant. In addition, EPA Contractor has requested that Stauffer supply it with certain information which is confidential and proprietary relating to the Plant (the "Information"). EPA Contractor may, in the course of the Plant visit, observe certain confidential and proprietary know-how and processes of Stauffer (which shall be included within the meaning of the "Information").

Stauffer is willing to permit a Plant visit by EPA Contractor and disclose the Information to EPA Contractor upon the following terms and conditions:

1. EPA Contractor agrees that it shall maintain in confidence all Information which EPA Contractor observes or receives pursuant hereto. In addition, EPA Contractor agrees that it shall maintain in confidence all disclosures concerning the Plant made to it by the EPA (which shall be included within the meaning of the "Information"). EPA Contractor further agrees that it will not disclose to any third party (including any affiliate of EPA Contractor) or make any use of any such Information except that contemplated herein, without first consulting with Stauffer and obtaining Stauffer's prior written consent to such disclosure or use. This obligation shall not apply to Information known to EPA Contractor without restriction of confidentiality prior to its observation by EPA Contractor or disclosure by Stauffer or the EPA, as demonstrated by competent documentary evidence in the possession of EPA Contractor on the date of this Agreement, or which becomes lawfully available to EPA Contractor without restriction of confidentiality from a source other than Stauffer or

its affiliates, such source being under no obligation of secrecy to Stauffer, or its affiliates, or which is now or hereafter comes into the public domain without fault of EPA Contractor. The foregoing provisions shall not restrict EPA Contractor's right to disclose Information to EPA in connection with this visit to the Plant, provided such disclosure is made in accordance with the terms of this Agreement;

2. Stauffer expressly reserves the right to exclude from the Plant visit any Plant areas and to refuse to disclose any Information which Stauffer in its sole judgment deems inappropriate;
3. EPA Contractor agrees that it will restrict the conduct of the Plant visit and the access to the Information to only those authorized employees who have specifically agreed in writing to be bound by the terms of this Agreement or have generally agreed in writing with EPA Contractor that they will hold in confidence any information which becomes available to them in connection with the performance of their duties for EPA Contractor and who need to visit the Plant and have access to the Information in order that EPA Contractor may perform the activities described herein;
4. All Information observed by EPA Contractor or disclosed by Stauffer to EPA Contractor, which is submitted by EPA Contractor to the EPA, shall be submitted by EPA Contractor under claim of confidentiality and, when in writing, shall be marked with the word "CONFIDENTIAL", and EPA Contractor shall, on Stauffer's behalf, advise the EPA in writing that all such Information shall be treated by the EPA as Stauffer confidential information in accordance with all valid and applicable laws and regulations including, but not limited to, 18 U.S.C. § 1905. EPA Contractor shall also, on behalf of Stauffer, request in writing that the EPA promptly notify Stauffer prior to any disclosure of the Information by the EPA in accordance with all valid and applicable laws and regulations. There shall be included within the scope of this Paragraph 4 all extracts of or excerpts from the Information which EPA Contractor includes in any report or other document to the EPA, as well as all Information submitted by EPA Contractor to the EPA in the same form in which it was submitted by Stauffer to EPA Contractor;
5. EPA Contractor shall submit to Stauffer copies of all reports or other documents prepared in connection with EPA Contractor's activities described herein simultaneous with their submission to the EPA. If Stauffer

Stauffer Chemical Company

discovers that any portions of such reports or other documents contain confidential Information which has not been designated confidential by EPA Contractor pursuant to Paragraph 4 above, Stauffer shall so advise EPA Contractor and EPA Contractor shall immediately advise the EPA in writing of the confidential nature thereof in accordance with the provisions of Paragraph 4 above;

6. EPA Contractor shall return to Stauffer all documentation supplied hereunder (if any), including all copies thereof, promptly upon Stauffer's written request;
7. Since EPA Contractor's employees will be present on Stauffer's premises, EPA Contractor agrees to release and defend, indemnify and hold Stauffer (including Stauffer's officers, directors, employees and agents) harmless from and against any and all losses, expenses (including reasonable attorney's fees) claims, suits and liabilities based upon damage to or destruction of any property or injury (including death) to any person (including employees of EPA Contractor) arising out of or attributable to the presence of EPA Contractor's employees at the Plant including injury or damage caused in part by the negligence of Stauffer, except for injury or damage caused solely by the negligence of Stauffer.

If the foregoing terms and conditions are acceptable, please so indicate by signing both original documents and returning one to my attention.

Very truly yours,

STAUFFER CHEMICAL COMPANY

By _____

Title _____

AGREED AND ACCEPTED:

ECOLOGY AND ENVIRONMENT, INC.

By _____

Title _____